

July 26, 2021



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM RESOLUTION



FARAH JEAN FRANCOIS
145 W 111 ST APT 8
NEW YORK NY 10026

7892

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

8

Dear FARAH JEAN FRANCOIS,

I am writing to you about an identity theft investigation where you are named as a victim. We have confirmed that this claim is valid. Capital One Auto Finance is requesting that the trade line be deleted from your Equifax, Trans Union, Experian, and Innovis credit bureau reports. Please retain this letter as confirmation that you are not liable for the above referenced account.

If you have any questions please contact our Risk Management Department at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

ED W
Fraud Specialist
Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LID1_10015

Page 1 of 1

CLR0809A 6056 2022 204 24 218724 PAGE 00001 OF 00001 COAFMAN00007892
SUBPOENA RESPONSES 135

CONFIDENTIAL

COAF_Francois_00000001

December 14, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM RESOLUTION



FARAH JEAN FRANCOIS
2914 FARRAGUT RD APT 3
BROOKLYN NY 11210-1536

7526

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

8

Dear FARAH JEAN FRANCOIS,

I am writing to you about an identity theft investigation where you are named as a victim. We have confirmed that this claim is valid. Capital One Auto Finance is requesting that the trade line be deleted from your Equifax, Trans Union, Experian, and Innovis credit bureau reports. Please retain this letter as confirmation that you are not liable for the above referenced account.

If you have any questions please contact our Risk Management Department at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

ED W
Fraud Specialist
Risk Management Department
Capital One Auto Finance



Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LID1_10015

Page 1 of 1

CLR0809A 6056 2022 204 24 201212 PAGE 00001 OF 00001 COAFMAN00007526
SUBPOENA RESPONSES 136

CONFIDENTIAL

COAF_Francois_00000002

November 12, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM IS CLOSED



FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

7790

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

8

Dear FARAH JEAN FRANCOIS,

We have investigated your fraud/identity theft claim and have determined that the claim is not valid based on the information provided to us for our review.

However, if you still believe you are the victim of fraud/identity theft, you may resubmit your claim. If you choose to resubmit your claim, please be sure to include the following documentation:

- A copy of your valid Driver's License or Government-issued Identification
- Completed and Notarized Affidavit of Fictitious Account (see enclosed)
- Completed Fraud Questionnaire (see enclosed)
- A copy of the Police Report filed that lists either Capital One Auto Finance's ("COAF") account number or the Vehicle Identification Number (VIN)
- A copy of your Social Security card

Please return the requested documentation to the following address, or you can fax it to us at **1-888-287-1162, ATTN: Risk Management.**

ATTN: COAF Risk Management
Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

We understand that this can be a difficult and stressful time, but we're here to help. We recommend that you place a fraud alert on your credit bureau reports if you have not already done so. If you have questions, or need additional information, please do not hesitate to contact us at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

ED W
Fraud Specialist
Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LIDA_10018

Page 1 of 4

CLRD030A 6056 2020 204 07 201111 PAGE 00001 OF 00004 COAFMAN00007700
SUBPOENA RESPONSES 137

CONFIDENTIAL

COAF_Francois_00000003

November 12, 2020



FRAUD QUESTIONNAIRE

Name: _____

Address: _____

Home Phone: _____ Email Address: _____

Previous Address: _____

Signature SAMPLE 1: _____

Signature SAMPLE 2: _____

Signature SAMPLE 3: _____

Social Security Number: _____ Date of Birth: _____ Drivers License #: _____

State of Issue: _____ Has your Drivers License been stolen? ☐ Yes ☐ No If Yes, Date: _____

TELL US ABOUT YOUR SITUATION:

1. Types of Identity Theft you have experienced (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Loans | <input type="checkbox"/> Checking or Savings Accounts | <input type="checkbox"/> Government Documents or Benefits |
| <input type="checkbox"/> Internet or Email | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Phone or Utilities |
| <input type="checkbox"/> Securities or Other Investments | <input type="checkbox"/> Other | |

2. What Happened:

What was your first indication that you might be a victim of identity theft? (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Contacted by Loan Company | <input type="checkbox"/> Contacted by Debt Collector | <input type="checkbox"/> Noticed Credit Report Inaccuracies |
| <input type="checkbox"/> Mail Service Disrupted | <input type="checkbox"/> Credit Card/New Checks Not Received | <input type="checkbox"/> Denied Credit, Employment, Other |
| <input type="checkbox"/> Check(s) Bounced | <input type="checkbox"/> Phone Service Disrupted | <input type="checkbox"/> Not Permitted to Open Bank Account |
| <input type="checkbox"/> Noticed Funds Missing from Bank Account | <input type="checkbox"/> Noticed Unauthorized Charges on Account Statement | |
| <input type="checkbox"/> Contacted by Police or Other Law Enforcement | <input type="checkbox"/> Civil Suit Filed or Court Judgment Entered Against You | |
| <input type="checkbox"/> Don't know | | |
| <input type="checkbox"/> Other | | |

When did that first indication happen? (MM/DD/YYYY) _____

When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYYY) _____

What was the total dollar value of the identity theft? \$ _____
(example: \$1,000 in credit card charges + a \$10,000 car loan = \$11,000 total dollar value.)

How much money, if any, have you had to pay as a result of identity theft? \$ _____

3. Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation)

Dealership Name: _____

Dealership Address: _____

Name and telephone numbers of every individual with whom you were in contact at the dealership: _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LIDA_10018

CLRD030A 6056 2020 204 97 201111 PAGE 00002 OF 00004 COAFMAN00007760

SUBPOENA RESPONSES 138

CONFIDENTIAL

COAF_Francois_00000004

November 12, 2020



FRAUD QUESTIONNAIRE

Please describe the Dealership Misrepresentation that allegedly occurred (add additional sheets if necessary):

4. Thief's Identity

Please provide any information you may have about the identity thief, including his or her name, and any addresses or phone number the identity thief may have used.

Name: _____ Phone: _____

Address: _____

Other addresses or phone numbers used by the identity thief:

Any other information you have about the person who committed the identity theft:

5. Contacts:

Which of the following credit bureaus have you called to report the fraud?

☐ Equifax (800) 525-6285 ☐ Experian (888) 397-3742 (Opt 5) ☐ None
☐ Trans Union (800) 680-7289 ☐ Innovis (800) 540-2505

Which credit report have you placed a "Fraud Alert" on? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

From which credit bureaus have you ordered your credit report? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

Have you contacted the affected banks and/or creditors?

☐ All ☐ Some ☐ None

Have you contacted the police?

☐ Yes ☐ No Case Number: _____

Do you authorize the release of documents and information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed the fraud?

☐ Yes ☐ No

6. Comments:

Tell us anything else you think it would be helpful for us to know:

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LIDA_10018

CLIR0503A 6056 2020 204 07 201111 PAGE 00063 OF 00064 COAFMAN00007760
SUBPOENA RESPONSES 139

CONFIDENTIAL

COAF_Francois_00000005

November 12, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

I, _____, Affiant, whose home address is _____ in the city of _____, county of _____, state of _____, Social Security Number, _____, driver's license number and state of issue _____, after being duly sworn, DEPOSES AND SAYS:

1. I state that the Retail Installment Contract # 6206274466242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), VIN# WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.

2. I will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.

Signed this _____ day of _____, 20____.

Signature of Affiant

Printed Name

State of _____;

County of _____;

Sworn to and subscribed before me, the undersigned Notary Public, for the state of _____, on the _____ day of _____, 20____ by _____ who is personally known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

State of _____

SEAL

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

LIDA_10018

CLRD003A 6056 2020 204 07 201111 PAGE 00004 OF 00004 COAFMAN00007760
SUBPOENA RESPONSES 140

CONFIDENTIAL

COAF_Francois_00000006

October 16, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM



FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

7580

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

8

Dear FARAH JEAN FRANCOIS,

We are contacting you today regarding your recent fraud claim. You may have reported this account to us as fraud/identity theft, or we may have received notice of potentially fraudulent activity on this account. In order to facilitate our investigation, please complete and return the following documentation to us:

- A copy of your valid Driver's License or Government-issued Identification
- Completed and Notarized Affidavit of Fictitious Account (see enclosed)
- Completed Fraud Questionnaire (see enclosed)
- A copy of the Police Report filed that lists either Capital One Auto Finance's ("COAF") account number or the Vehicle Identification Number (VIN)
- A copy of your Social Security card

Please return the requested documentation to the following address, or you can fax it to us at **1-888-287-1162, ATTN: Risk Management.**

ATTN: COAF Risk Management
Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

We understand that this can be a difficult and stressful time, but we're here to help. If you have questions, or need additional information, please do not hesitate to contact us at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

Page 1 of 4

CLIR0503A 6056 2020 204 07 201818 PAGE 00001 OF 00004 COAFMAN00007500
SUBPOENA RESPONSES 141

CONFIDENTIAL

COAF_Francois_00000007

October 16, 2020



FRAUD QUESTIONNAIRE

Name: _____

Address: _____

Home Phone: _____ Email Address: _____

Previous Address: _____

Signature SAMPLE 1: _____

Signature SAMPLE 2: _____

Signature SAMPLE 3: _____

Social Security Number: _____ Date of Birth: _____ Drivers License #: _____

State of Issue: _____ Has your Drivers License been stolen? ☐ Yes ☐ No If Yes, Date: _____

TELL US ABOUT YOUR SITUATION:

1. Types of Identity Theft you have experienced (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Loans | <input type="checkbox"/> Checking or Savings Accounts | <input type="checkbox"/> Government Documents or Benefits |
| <input type="checkbox"/> Internet or Email | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Phone or Utilities |
| <input type="checkbox"/> Securities or Other Investments | <input type="checkbox"/> Other | |

2. What Happened:

What was your first indication that you might be a victim of identity theft? (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Contacted by Loan Company | <input type="checkbox"/> Contacted by Debt Collector | <input type="checkbox"/> Noticed Credit Report Inaccuracies |
| <input type="checkbox"/> Mail Service Disrupted | <input type="checkbox"/> Credit Card/New Checks Not Received | <input type="checkbox"/> Denied Credit, Employment, Other |
| <input type="checkbox"/> Check(s) Bounced | <input type="checkbox"/> Phone Service Disrupted | <input type="checkbox"/> Not Permitted to Open Bank Account |
| <input type="checkbox"/> Noticed Funds Missing from Bank Account | <input type="checkbox"/> Noticed Unauthorized Charges on Account Statement | |
| <input type="checkbox"/> Contacted by Police or Other Law Enforcement | <input type="checkbox"/> Civil Suit Filed or Court Judgment Entered Against You | |
| <input type="checkbox"/> Don't know | | |
| <input type="checkbox"/> Other | | |

When did that first indication happen? (MM/DD/YYYY) _____

When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYYY) _____

What was the total dollar value of the identity theft? \$ _____
(example: \$1,000 in credit card charges + a \$10,000 car loan = \$11,000 total dollar value.)

How much money, if any, have you had to pay as a result of identity theft? \$ _____

3. Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation)

Dealership Name: _____

Dealership Address: _____

Name and telephone numbers of every individual with whom you were in contact at the dealership: _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

CLR0803A 6056 2020 204 97 201016 PAGE 00002 OF 00004 COAFMAN00007508

SUBPOENA RESPONSES 142

CONFIDENTIAL

COAF_Francois_00000008

October 16, 2020



FRAUD QUESTIONNAIRE

Please describe the Dealership Misrepresentation that allegedly occurred (add additional sheets if necessary):

4. Thief's Identity

Please provide any information you may have about the identity thief, including his or her name, and any addresses or phone number the identity thief may have used.

Name: _____ Phone: _____

Address: _____

Other addresses or phone numbers used by the identity thief:

Any other information you have about the person who committed the identity theft:

5. Contacts:

Which of the following credit bureaus have you called to report the fraud?

☐ Equifax (800) 525-6285 ☐ Experian (888) 397-3742 (Opt 5) ☐ None
☐ Trans Union (800) 680-7289 ☐ Innovis (800) 540-2505

Which credit report have you placed a "Fraud Alert" on? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

From which credit bureaus have you ordered your credit report? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

Have you contacted the affected banks and/or creditors?

☐ All ☐ Some ☐ None

Have you contacted the police?

☐ Yes ☐ No Case Number: _____

Do you authorize the release of documents and information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed the fraud?

☐ Yes ☐ No

6. Comments:

Tell us anything else you think it would be helpful for us to know:

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

CL00503A 6056 2020 204 07 201016 PAGE 00063 OF 00064 COAFMAN00007509
SUBPOENA RESPONSES 143

CONFIDENTIAL

COAF_Francois_00000009

October 16, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

I, _____, Affiant, whose home address is _____ in the city of _____, county of _____, state of _____, Social Security Number, _____, driver's license number and state of issue _____, after being duly sworn, DEPOSES AND SAYS:

1. I state that the Retail Installment Contract # 6206274466242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), VIN# WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.

2. I will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.

Signed this _____ day of _____, 20____.

Signature of Affiant

Printed Name

State of _____;
County of _____;

Sworn to and subscribed before me, the undersigned Notary Public, for the state of _____, on the _____ day of _____, 20____ by _____ who is personally known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

GIVEN under my hand and seal this _____ day of _____, 20____.

SEAL

Notary Public
State of _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

CLRD030A 6056 2020 204 07 201816 PAGE 00004 OF 00004 COAFMAN00007500
SUBPOENA RESPONSES 144

CONFIDENTIAL

COAF_Francois_00000010

October 14, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

Dear FARAH JEAN FRANCOIS,

We are contacting you today regarding your recent fraud claim. You may have reported this account to us as fraud/identity theft, or we may have received notice of potentially fraudulent activity on this account. In order to facilitate our investigation, please complete and return the following documentation to us:

- A copy of your valid Driver's License or Government-issued Identification
- Completed and Notarized Affidavit of Fictitious Account (see enclosed)
- Completed Fraud Questionnaire (see enclosed)
- A copy of the Police Report filed that lists either Capital One Auto Finance's ("COAF") account number or the Vehicle Identification Number (VIN)
- A copy of your Social Security card

Please return the requested documentation to the following address, or you can fax it to us at **1-888-287-1162, ATTN: Risk Management.**

ATTN: COAF Risk Management
Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

We understand that this can be a difficult and stressful time, but we're here to help. If you have questions, or need additional information, please do not hesitate to contact us at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

Page 1 of 4

SUBPOENA RESPONSES 145

CONFIDENTIAL

COAF_Francois_00000011

October 14, 2020



FRAUD QUESTIONNAIRE

Name: _____

Address: _____

Home Phone: _____ Email Address: _____

Previous Address: _____

Signature SAMPLE 1: _____

Signature SAMPLE 2: _____

Signature SAMPLE 3: _____

Social Security Number: _____ Date of Birth: _____ Drivers License #: _____

State of Issue: _____ Has your Drivers License been stolen? ☐ Yes ☐ No If Yes, Date: _____

TELL US ABOUT YOUR SITUATION:

1. Types of Identity Theft you have experienced (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Loans | <input type="checkbox"/> Checking or Savings Accounts | <input type="checkbox"/> Government Documents or Benefits |
| <input type="checkbox"/> Internet or Email | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Phone or Utilities |
| <input type="checkbox"/> Securities or Other Investments | <input type="checkbox"/> Other | |

2. What Happened:

What was your first indication that you might be a victim of identity theft? (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Contacted by Loan Company | <input type="checkbox"/> Contacted by Debt Collector | <input type="checkbox"/> Noticed Credit Report Inaccuracies |
| <input type="checkbox"/> Mail Service Disrupted | <input type="checkbox"/> Credit Card/New Checks Not Received | <input type="checkbox"/> Denied Credit, Employment, Other |
| <input type="checkbox"/> Check(s) Bounced | <input type="checkbox"/> Phone Service Disrupted | <input type="checkbox"/> Not Permitted to Open Bank Account |
| <input type="checkbox"/> Noticed Funds Missing from Bank Account | <input type="checkbox"/> Noticed Unauthorized Charges on Account Statement | |
| <input type="checkbox"/> Contacted by Police or Other Law Enforcement | <input type="checkbox"/> Civil Suit Filed or Court Judgment Entered Against You | |
| <input type="checkbox"/> Don't know | | |
| <input type="checkbox"/> Other | | |

When did that first indication happen? (MM/DD/YYYY) _____

When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYYY) _____

What was the total dollar value of the identity theft? \$ _____
(example: \$1,000 in credit card charges + a \$10,000 car loan = \$11,000 total dollar value.)

How much money, if any, have you had to pay as a result of identity theft? \$ _____

3. Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation)

Dealership Name: _____

Dealership Address: _____

Name and telephone numbers of every individual with whom you were in contact at the dealership: _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 146

CONFIDENTIAL

COAF_Francois_00000012

October 14, 2020



FRAUD QUESTIONNAIRE

Please describe the Dealership Misrepresentation that allegedly occurred (add additional sheets if necessary):

4. Thief's Identity

Please provide any information you may have about the identity thief, including his or her name, and any addresses or phone number the identity thief may have used.

Name: _____ Phone: _____

Address: _____

Other addresses or phone numbers used by the identity thief:

Any other information you have about the person who committed the identity theft:

5. Contacts:

Which of the following credit bureaus have you called to report the fraud?

☐ Equifax (800) 525-6285 ☐ Experian (888) 397-3742 (Opt 5) ☐ None
☐ Trans Union (800) 680-7289 ☐ Innovis (800) 540-2505

Which credit report have you placed a "Fraud Alert" on? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

From which credit bureaus have you ordered your credit report? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

Have you contacted the affected banks and/or creditors?

☐ All ☐ Some ☐ None

Have you contacted the police?

☐ Yes ☐ No Case Number: _____

Do you authorize the release of documents and information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed the fraud?

☐ Yes ☐ No

6. Comments:

Tell us anything else you think it would be helpful for us to know:

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 147

CONFIDENTIAL

COAF_Francois_00000013

October 14, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

I, _____, Affiant, whose home address is _____ in the city of _____, county of _____, state of _____, Social Security Number, _____, driver's license number and state of issue _____, after being duly sworn, DEPOSES AND SAYS:

1. I state that the Retail Installment Contract # 6206274466242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), VIN# WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.

2. I will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.

Signed this _____ day of _____, 20____.

Signature of Affiant

Printed Name

State of _____;
County of _____;

Sworn to and subscribed before me, the undersigned Notary Public, for the state of _____, on the _____ day of _____, 20____ by _____ who is personally known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

GIVEN under my hand and seal this _____ day of _____, 20____.

SEAL

Notary Public
State of _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 148

CONFIDENTIAL

COAF_Francois_00000014

October 13, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332



FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN NY 11210-1536

726

8

Account	:	REDACTED
Collateral	:	17/BMW/5-SERIES
VIN	:	WBAJA7C38HG904646
Date of Contract	:	06/29/20

NOTICE OF DEFAULT AND RIGHT TO CURE

LAST DAY FOR PAYMENT	:	10/28/20
AMOUNT DUE NOW	:	\$963.66

This is notice that you have failed to comply with the terms and conditions of the above-referenced account by failing to make payments when they were due.

You may cure your default by paying the amount due and sending that payment to **Capital One Auto Finance at PO Box 60511, City of Industry, CA 91716-0511** by 10/28/20. If you pay \$963.66 by 10/28/20, you may continue with the terms and conditions of your contract. If you do not pay the amount due, we may exercise our rights under the law. These rights include, but are not limited to, the right to accelerate the debt, repossess the collateral and obtain a repossession title. They also include the right, in many instances, to hold you personally responsible for any difference between the amount the collateral brings at sale and the remaining balance.

If you are a Servicemember or are entering military service, you may be entitled to protection under the Servicemembers Civil Relief Act ("SCRA"). SCRA provides protection under installment contracts for the purchase of motor vehicles, in addition to other types of protections. For questions regarding your eligibility under the SCRA, please contact us at the phone number below.

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

If you have any questions, please contact us at **1-800-946-0332**, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time, or write to us at the above address. We look forward to resolving this matter and maintaining our relationship with you in the future.

Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

RTC_Gen_399

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Page 1 of 1

COLR485B 6056 2020 304 97 201913 PAGE 00001 OF 00001 COAF COR 00000726
SUBPOENA RESPONSES 149

CONFIDENTIAL

COAF_Francois_00000015



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332

Your journey begins here.



FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

505

YOUR ACCOUNT INFORMATION

Account Number:	REDACTED
Monthly Payment:	\$601.75
First Payment Due On:	7/29/20
Term:	72 months

Dear Farah Jean Francois,

Congrats on your new vehicle and welcome to Capital One Auto Finance®. We're committed to providing you the first-class service you'd expect from us. Let's get started!

Set Up Your Account

Enroll online at www.capitalone.com/autoenroll for the easiest and fastest way to manage your account 24/7:



- Make payments
- See your balance and due date
- Customize your due date
- And lots more

Again, welcome to Capital One Auto Finance. If you have any questions, please call us at 1-800-946-0332.

Sincerely,

Capital One Auto Finance

P.S. Please see the reverse side for important disclosures.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

WL_002

Page 1 of 2

CLR04860 6056 2001 204 07 200920 PAGE 00001 OF 00001 COAFCD100000505
SUBPOENA RESPONSES 150

CONFIDENTIAL

COAF_Francois_00000016

Important Disclosures and Information

Late Fee Disclosure: Your account is subject to late fees. We have changed the late fee terms on your account from your original contract in your favor. This change either reduces the amount you may be charged for a late fee, gives you more time to make a payment before a late fee is assessed, and/or caps the total amount of late fees you may pay over the life of your account. Please refer to your original contract, which you should have recently received, to review your original late fee terms. Your new late fee terms are as follows:

A grace period of 10 days applies to your account, which is the amount of time you are permitted to make a payment after your installment payment due date before a late fee is assessed. Please note, the grace period does not affect your installment payment due date, and interest continues to accrue on a daily basis. Your late fee will be 5.00% of any unpaid amount of your installment payment not to exceed \$40.00. The maximum total amount of late fees you will be charged over the life of your account is \$500.

Phone Authorization for Electronic Payments:

- 1 - You may authorize us to initiate one-time or recurring payment(s) that will be electronically debited from your bank account by phone at **1-800-946-0332**.
- 2 - Confirmation of your phone authorization for recurring payments will be sent to you by mail.
- 3 - Your authorization for one-time payment(s) will remain in effect until your payment(s) is electronically debited from your bank account, or until you direct us to stop it.
- 4 - You may make an electronic payment at no cost by either going online at www.capitalone.com, using our automated phone service at **1-800-946-0332**, or speaking with an agent at **1-800-946-0332**.
- 5 - If you wish to modify or cancel your payment(s), please call us at **1-800-946-0332**, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time. Any change to your one-time payment(s) must be completed by 5:00 p.m. Eastern Time on the payment date. Any change to your DirectPay payment must be received 3 business days before your payment date to be effective for this month; otherwise, the change will be effective starting next month.

Electronic Authorization: Each time you send us a check, you authorize us to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your bank account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive, your payment. You will not receive your check back from your financial institution.

Your Contact and Insurance Information: As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months.

Contract Provisions: If your contract contains an arbitration, waiver of jury trial, or confession of judgment provision, please be advised that Capital One Auto Finance does not enforce these provisions. Additionally we agree to not rely on any predispute arbitration agreement to stop you from being part of a class action case in court. You may file a class action in court, or you may be a member of a class action filed by someone else.

For Customers Enrolled in Insurance Coverage Option: If you have separately purchased an insurance coverage option, any due date change does not extend to your insurance policy. If you decide to extend your coverage after the expiration date listed on your insurance policy or certificate, then it is your full responsibility to notify us.

Important Information About Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. All disputes must be sent in writing to the following address:

ATTN: COAF Credit Bureau Dispute
Capital One Auto Finance
PO Box 259407
Plano, TX 75025-9407

Contact Information: If you wish to speak with customer service representative, you may do so by calling **1-800-946-0332**, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Piano, TX 75024
1-800-946-0332

YOUR ACCOUNT STATUS

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:	REDACTED
Vehicle:	17 BMW 5-SERIES
VIN:	WBAJA7C38HG904646

Dear FARAH JEAN FRANCOIS,

Thank you for recently contacting us to validate your account status. Below is the account information you requested, which is valid as of 9/21/2020. Please note, should any transactions post to your account or the status of your account change, this notice may no longer be valid.

- **Account Status:**
 - Days Past Due: 21
 - Past Due Amount: \$301.75
 - Late Fees: \$30.08
 - Total Due: \$331.83
- **Payment Amount:** \$601.75
- **Account Balance:** \$29,179.95
- **10 Day Payoff:** \$29,596.14
- **Maturity Date:** 06/29/2026

If you have any questions, please contact us at **1-800-946-0332**, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Capital One Auto Finance

HOW TO MAKE A PAYMENT



PAY ONLINE
www.capitalone.com



PAY BY PHONE
1-800-946-0332



PAY BY MAIL
Capital One Auto Finance
PO Box 60511, City of Industry, CA 91716-0511

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Account Status_10005

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SUBPOENA RESPONSES 152

CONFIDENTIAL

COAF_Francois_00000018

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

Dear FARAH JEAN FRANCOIS,

We are contacting you today regarding your recent fraud claim. You may have reported this account to us as fraud/identity theft, or we may have received notice of potentially fraudulent activity on this account. In order to facilitate our investigation, please complete and return the following documentation to us:

- A copy of your valid Driver's License or Government-issued Identification
- Completed and Notarized Affidavit of Fictitious Account (see enclosed)
- Completed Fraud Questionnaire (see enclosed)
- A copy of the Police Report filed that lists either Capital One Auto Finance's ("COAF") account number or the Vehicle Identification Number (VIN)
- A copy of your Social Security card

Please return the requested documentation to the following address, or you can fax it to us at **1-888-287-1162, ATTN: Risk Management.**

ATTN: COAF Risk Management
Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

We understand that this can be a difficult and stressful time, but we're here to help. If you have questions, or need additional information, please do not hesitate to contact us at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

Page 1 of 4

SUBPOENA RESPONSES 153

CONFIDENTIAL

COAF_Francois_00000019



FRAUD QUESTIONNAIRE

Name: _____

Address: _____

Home Phone: _____ Email Address: _____

Previous Address: _____

Signature SAMPLE 1: _____

Signature SAMPLE 2: _____

Signature SAMPLE 3: _____

Social Security Number: _____ Date of Birth: _____ Drivers License #: _____

State of Issue: _____ Has your Drivers License been stolen? ☐ Yes ☐ No If Yes, Date: _____

TELL US ABOUT YOUR SITUATION:

1. Types of Identity Theft you have experienced (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Loans | <input type="checkbox"/> Checking or Savings Accounts | <input type="checkbox"/> Government Documents or Benefits |
| <input type="checkbox"/> Internet or Email | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Phone or Utilities |
| <input type="checkbox"/> Securities or Other Investments | <input type="checkbox"/> Other | |

2. What Happened:

What was your first indication that you might be a victim of identity theft? (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Contacted by Loan Company | <input type="checkbox"/> Contacted by Debt Collector | <input type="checkbox"/> Noticed Credit Report Inaccuracies |
| <input type="checkbox"/> Mail Service Disrupted | <input type="checkbox"/> Credit Card/New Checks Not Received | <input type="checkbox"/> Denied Credit, Employment, Other |
| <input type="checkbox"/> Check(s) Bounced | <input type="checkbox"/> Phone Service Disrupted | <input type="checkbox"/> Not Permitted to Open Bank Account |
| <input type="checkbox"/> Noticed Funds Missing from Bank Account | <input type="checkbox"/> Noticed Unauthorized Charges on Account Statement | |
| <input type="checkbox"/> Contacted by Police or Other Law Enforcement | <input type="checkbox"/> Civil Suit Filed or Court Judgment Entered Against You | |
| <input type="checkbox"/> Don't know | | |
| <input type="checkbox"/> Other | | |

When did that first indication happen? (MM/DD/YYYY) _____

When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYYY) _____

What was the total dollar value of the identity theft? \$ _____
(example: \$1,000 in credit card charges + a \$10,000 car loan = \$11,000 total dollar value.)

How much money, if any, have you had to pay as a result of identity theft? \$ _____

3. Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation)

Dealership Name: _____

Dealership Address: _____

Name and telephone numbers of every individual with whom you were in contact at the dealership: _____

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Fraud Questionnaire_10007

SUBPOENA RESPONSES 154



FRAUD QUESTIONNAIRE

Please describe the Dealership Misrepresentation that allegedly occurred (add additional sheets if necessary):

4. Thief's Identity

Please provide any information you may have about the identity thief, including his or her name, and any addresses or phone number the identity thief may have used.

Name: _____ Phone: _____

Address: _____

Other addresses or phone numbers used by the identity thief:

Any other information you have about the person who committed the identity theft:

5. Contacts:

Which of the following credit bureaus have you called to report the fraud?

☐ Equifax (800) 525-6285 ☐ Experian (888) 397-3742 (Opt 5) ☐ None
☐ Trans Union (800) 680-7289 ☐ Innovis (800) 540-2505

Which credit report have you placed a "Fraud Alert" on? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

From which credit bureaus have you ordered your credit report? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

Have you contacted the affected banks and/or creditors?

☐ All ☐ Some ☐ None

Have you contacted the police?

☐ Yes ☐ No Case Number: _____

Do you authorize the release of documents and information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed the fraud?

☐ Yes ☐ No

6. Comments:

Tell us anything else you think it would be helpful for us to know:

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Fraud Questionnaire_10007

SUBPOENA RESPONSES 155

September 19, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

I, _____, Affiant, whose home address is _____ in the city of _____, county of _____, state of _____, Social Security Number, _____, driver's license number and state of issue _____, after being duly sworn, DEPOSES AND SAYS:

1. I state that the Retail Installment Contract # 6206274466242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), VIN# WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.

2. I will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.

Signed this _____ day of _____, 20____.

Signature of Affiant

Printed Name

State of _____;
County of _____;

Sworn to and subscribed before me, the undersigned Notary Public, for the state of _____, on the _____ day of _____, 20____ by _____ who is personally known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

GIVEN under my hand and seal this _____ day of _____, 20____.

SEAL

Notary Public
State of _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 156

CONFIDENTIAL

COAF_Francois_00000022

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Piano, TX 75024
1-800-946-0332

YOUR ACCOUNT PAYOFF INFORMATION

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:	REDACTED
Vehicle:	17 BMW 5-SERIES
VIN:	WBAJA7C38HG904646
10-Day Payoff:	\$29,596.14
Good-Through Date:	9/29/2020

Dear FARAH JEAN FRANCOIS,

Thank you for contacting us about paying off your Capital One Auto Finance account for your 17 BMW 5-SERIES. **As of 9/19/2020, the 10-day payoff amount for your account is \$29,596.14 with a Per Diem of \$10.89.** Your payoff quote is good until 9/29/2020, unless the financial status of your account changes. Below is additional important information about paying off your account.

Making Your Payoff

We offer several options for you to pay off your account. The third page contains details for these payment options. You can also make your payoff online; just log into your account online at www.capitalone.com. Please note, the method by which you pay off your account affects the timing of your title/lien release (see the second page).

If you are mailing your payoff, please be sure to send your payoff to the correct address (see the third page). Payoffs submitted to the incorrect address could result in processing delays, which may result in additional charges to your account. Capital One Auto Finance is not responsible for delays caused by payoffs submitted to the incorrect address.

Cancelling Your Automatic Recurring Payments

If you are enrolled in Capital One Auto Finance's automatic recurring DirectPay payment program or another automatic bill payment service through your financial institution, please take a moment to cancel these payments prior to submitting your payoff. Failure to cancel these payments may result in your account being overpaid.

Please note, you must cancel your DirectPay payments with us at least 3 business days before they are scheduled to draft. We will automatically cancel your DirectPay program once your account is paid off if you have not already done so.

Refunding Your Credit Balance

If your account is overpaid, we will refund the credit balance on your account back to you. A refund check will be mailed to you within 15 business days of receiving your account payoff.

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332

YOUR ACCOUNT PAYOFF INFORMATION

Releasing the Lien/Title

We will release the lien and/or vehicle title according to the applicable laws in the state where your vehicle is titled. The following processing guidelines will apply based on whether the payoff was made with certified or non-certified funds:

- **Certified Funds Payoff** - If you pay by dealer or cashier's check, Money Gram, Western Union, or cash at a Capital One Bank; Capital One will begin the lien release process the next business day after receipt of certified funds.
- **Non-Certified Funds Payoff** - If you pay by personal or business check, online, phone, or check paid at a Capital One Bank; to ensure the funds clear, it may take up to five business days after the receipt of the uncertified funds before Capital One begins the lien release process.

Receiving Your Lien Release and/or Title

Please allow for applicable mailing time after the lien and/or title has been released. Some states may hold your title electronically, and their mailing times may vary (see the following).

- If your vehicle is titled in the following states: AZ, CA, CO, FL, GA, IA, ID, LA, MA, NC, NE, NV, OH, PA, SC, SD, TX, VA, and WA, the State may hold your title electronically. The State will mail your title once Capital One Auto Finance sends its release. Please contact your state for its mailing time.
- If your vehicle is titled in FL or OH, the state may hold your title electronically. You will need to visit a local title issuing office or contact your state's website to obtain your title.
- If your paper title is held by Capital One Auto Finance, or you are requesting a release of lien, we will mail the document to the address we have on file. To expedite this request, you may provide your FedEx account number to have the document sent at your own expense. You can sign up for a FedEx account by visiting their website at <http://www.fedex.com/us/oadr>.

We appreciate the opportunity to provide you with the information you need. If you have any questions about paying off your account, feel free to call us at 1-800-946-0332, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time, and we'll be happy to help you.

Sincerely,

Capital One Auto Finance

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Piano, TX 75024
1-800-946-0332

PAYMENT OPTIONS



Online Payment

Visit us online at www.capitalone.com and make a payment using your online account. You can also view other account details.



Capital One Mobile App

Download the Capital One app today, available for both Apple and Android devices, for mobile access to your account to make a payment on the go. Let your fingers do the walking anytime, anywhere!



Pay By Phone

Call us at 1-800-946-0332 to make an electronic payment using your checking account or debit card through our automated phone service or with a live agent who will be happy to assist you!



Pay By Mail

Make your check out to "Capital One Auto Finance," include your account number, 6206274466242, on the check, and mail it to:

Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511



Overnight Pay By Mail

For faster receipt of your payment, make your check out to "Capital One Auto Finance," include your account number, 6206274466242, on the check, and overnight mail it to:

ATTN: PAYOFF
Capital One Auto Finance
2525 Corporate Place
2nd Floor, Suite #250
Monterey Park, CA 91754

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

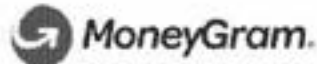
September 19, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332

PAYMENT OPTIONS

MoneyGram* allows you to send certified funds directly to Capital One Auto Finance. Simply provide the following information when making your MoneyGram Payment:



Receive Code: 1776
Company Name: Capital One Auto Finance
City: Plano
State: TX
Account Number: REDACTED

Western Union* allows you to send certified funds directly to Capital One Auto Finance. Simply provide the following information when making your Western Union Payment:



Code City: CAPAUTO
State: TX
Account Number: REDACTED the two letter state abbreviation for your state of residence

Transfer funds directly from your bank account to ours. You will have to provide your bank the following information for a successful wire transfer. Keep in mind, *while bank transfers are certified funds, they may take a minimum of 72 business hours to post to your account.*



Bank Wire/ Wire Transfer

Bank Name: Bank of America
Bank Address: Global Client Services
CA4-701-10-57
1655 Grant St.
Concord, CA 94520
ABA Routing Number: 026009593
Account Name: Capital One Auto Finance Account
Account Number: REDACTED
Address: 7933 Preston Road
Plano, TX 75024
Reference: Your last name and account number,
REDACTED

*Capital One does not provide, endorse, or guarantee any third-party product, service, information, or recommendation listed above. The third parties listed are not affiliated with Capital One and are solely responsible for their products and services. All trademarks are the property of their respective owners.

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Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-227-3863

YOUR FRAUD CLAIM

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

VIN:

WBAJA7C38HG904646

Dear FARAH JEAN FRANCOIS,

We are contacting you today regarding your recent fraud claim. You may have reported this account to us as fraud/identity theft, or we may have received notice of potentially fraudulent activity on this account. In order to facilitate our investigation, please complete and return the following documentation to us:

- A copy of your valid Driver's License or Government-issued Identification
- Completed and Notarized Affidavit of Fictitious Account (see enclosed)
- Completed Fraud Questionnaire (see enclosed)
- A copy of the Police Report filed that lists either Capital One Auto Finance's ("COAF") account number or the Vehicle Identification Number (VIN)
- A copy of your Social Security card
- Completed SSA-89 Form (see enclosed)

Please return the requested documentation to the following address, or you can fax it to us at **1-888-287-1162, ATTN: Risk Management.**

ATTN: COAF Risk Management
Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

We understand that this can be a difficult and stressful time, but we're here to help. If you have questions, or need additional information, please do not hesitate to contact us at **1-800-227-3863, option 7, extension 275-9133**, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

Risk Management Department
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

Page 1 of 6

SUBPOENA RESPONSES 161

CONFIDENTIAL

COAF_Francois_00000027



FRAUD QUESTIONNAIRE

Name: _____

Address: _____

Home Phone: _____ Email Address: _____

Previous Address: _____

Signature SAMPLE 1: _____

Signature SAMPLE 2: _____

Signature SAMPLE 3: _____

Social Security Number: _____ Date of Birth: _____ Drivers License #: _____

State of Issue: _____ Has your Drivers License been stolen? ☐ Yes ☐ No If Yes, Date: _____

TELL US ABOUT YOUR SITUATION:

1. Types of Identity Theft you have experienced (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Loans | <input type="checkbox"/> Checking or Savings Accounts | <input type="checkbox"/> Government Documents or Benefits |
| <input type="checkbox"/> Internet or Email | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Phone or Utilities |
| <input type="checkbox"/> Securities or Other Investments | <input type="checkbox"/> Other | |

2. What Happened:

What was your first indication that you might be a victim of identity theft? (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Contacted by Loan Company | <input type="checkbox"/> Contacted by Debt Collector | <input type="checkbox"/> Noticed Credit Report Inaccuracies |
| <input type="checkbox"/> Mail Service Disrupted | <input type="checkbox"/> Credit Card/New Checks Not Received | <input type="checkbox"/> Denied Credit, Employment, Other |
| <input type="checkbox"/> Check(s) Bounced | <input type="checkbox"/> Phone Service Disrupted | <input type="checkbox"/> Not Permitted to Open Bank Account |
| <input type="checkbox"/> Noticed Funds Missing from Bank Account | <input type="checkbox"/> Noticed Unauthorized Charges on Account Statement | |
| <input type="checkbox"/> Contacted by Police or Other Law Enforcement | <input type="checkbox"/> Civil Suit Filed or Court Judgment Entered Against You | |
| <input type="checkbox"/> Don't know | | |
| <input type="checkbox"/> Other | | |

When did that first indication happen? (MM/DD/YYYY) _____

When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYYY) _____

What was the total dollar value of the identity theft? \$ _____
(example: \$1,000 in credit card charges + a \$10,000 car loan = \$11,000 total dollar value.)

How much money, if any, have you had to pay as a result of identity theft? \$ _____

3. Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation)

Dealership Name: _____

Dealership Address: _____

Name and telephone numbers of every individual with whom you were in contact at the dealership: _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 162



FRAUD QUESTIONNAIRE

Please describe the Dealership Misrepresentation that allegedly occurred (add additional sheets if necessary):

4. Thief's Identity

Please provide any information you may have about the identity thief, including his or her name, and any addresses or phone number the identity thief may have used.

Name: _____ Phone: _____

Address: _____

Other addresses or phone numbers used by the identity thief:

Any other information you have about the person who committed the identity theft:

5. Contacts:

Which of the following credit bureaus have you called to report the fraud?

☐ Equifax (800) 525-6285 ☐ Experian (888) 397-3742 (Opt 5) ☐ None
☐ Trans Union (800) 680-7289 ☐ Innovis (800) 540-2505

Which credit report have you placed a "Fraud Alert" on? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

From which credit bureaus have you ordered your credit report? (Check all that apply)

☐ Equifax ☐ Experian ☐ Trans Union ☐ Innovis ☐ None

Have you contacted the affected banks and/or creditors?

☐ All ☐ Some ☐ None

Have you contacted the police?

☐ Yes ☐ No Case Number: _____

Do you authorize the release of documents and information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed the fraud?

☐ Yes ☐ No

6. Comments:

Tell us anything else you think it would be helpful for us to know:

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Fraud Questionnaire_10007

SUBPOENA RESPONSES 163

September 19, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

I, _____, Affiant, whose home address is _____ in the city of _____, county of _____, state of _____, Social Security Number, _____, driver's license number and state of issue _____, after being duly sworn, DEPOSES AND SAYS:

1. I state that the Retail Installment Contract # 6206274466242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), VIN# WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.

2. I will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.

Signed this _____ day of _____, 20____.

Signature of Affiant

Printed Name

State of _____;
County of _____;

Sworn to and subscribed before me, the undersigned Notary Public, for the state of _____, on the _____ day of _____, 20____ by _____ who is personally known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

GIVEN under my hand and seal this _____ day of _____, 20____.

SEAL

Notary Public
State of _____

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Fraud Questionnaire_10007

SUBPOENA RESPONSES 164

CONFIDENTIAL

COAF_Francois_00000030

**Authorization for the Social Security Administration (SSA)
To Release Social Security Number (SSN) Verification**

Printed Name:	Date of Birth:	Social Security Number:
---------------	----------------	-------------------------

I want this information released because I am conducting the following business transaction:

To secure or maintain auto financing.

Reason (s) for using CBSV: (Please select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Mortgage Service | <input type="checkbox"/> Banking Service |
| <input type="checkbox"/> Background Check | <input type="checkbox"/> License Requirement |
| <input type="checkbox"/> Credit Check | <input checked="" type="checkbox"/> Other |

with the following company ("the Company"):

Company Name: Capital One Auto Finance

Company Address: 7933 Preston Road, Plano, TX 75024

I authorize the Social Security Administration to verify my name and SSN to the Company and/or the Company's Agent, if applicable, for the purpose I identified.

The name and address of the Company's Agent is:

Equifax, 11432 Lackland Road, St. Louis, MO 63146

I am the individual to whom the Social Security number was issued or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I acknowledge that if I make any representation that I know is false to obtain information from Social Security records, I could be found guilty of a misdemeanor and fined up to \$5,000.

This consent is valid only for 90 days from the date signed, unless indicated otherwise by the individual named above. If you wish to change this timeframe, fill in the following:

This consent is valid for _____ days from the date signed. _____ (Please initial.)

Signature:	Date Signed:
------------	--------------

Relationship (if not the individual to whom the SSN was issued):

Contact information of individual signing authorization:

Address:

City/State/ZIP:

Phone Number:

SUBPOENA RESPONSES 165

Privacy Act Statement Collection and Use of Personal Information

Sections 205(a) and 1106 of the Social Security Act, as amended, allow us to collect this information. Furnishing us this information is voluntary. However, failing to provide all or part of the information may prevent us from releasing information to a designated company or company's agent.

We will use the information to verify your name and Social Security number (SSN). In addition, we may share this information in accordance with the Privacy Act and other Federal laws. For example, where authorized, we may use and disclose this information in computer matching programs, in which our records are compared with other records to establish or verify a person's eligibility for Federal benefit programs and for repayment of incorrect or delinquent debts under these programs.

A list of routine uses is available in our Privacy Act System of Records Notice (SORN) 60-0058, entitled Master Files of SSN Holders and SSN Applications. Additional information and a full listing of all our SORNs are available on our website at www.socialsecurity.gov/foia/bluebook.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. ***Send to this address only comments relating to our time estimate, not the completed form.***

-----TEAR OFF-----

NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit <http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf>.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Piano, TX 75024
1-800-946-0332

YOUR ACCOUNT PAYOFF INFORMATION

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:	REDACTED
Vehicle:	17 BMW 5-SERIES
VIN:	WBAJA7C38HG904646
10-Day Payoff:	\$29,596.14
Good-Through Date:	9/29/2020

Dear FARAH JEAN FRANCOIS,

Thank you for contacting us about paying off your Capital One Auto Finance account for your 17 BMW 5-SERIES. **As of 9/19/2020, the 10-day payoff amount for your account is \$29,596.14 with a Per Diem of \$10.89.** Your payoff quote is good until 9/29/2020, unless the financial status of your account changes. Below is additional important information about paying off your account.

Making Your Payoff

We offer several options for you to pay off your account. The third page contains details for these payment options. You can also make your payoff online; just log into your account online at www.capitalone.com. Please note, the method by which you pay off your account affects the timing of your title/lien release (see the second page).

If you are mailing your payoff, please be sure to send your payoff to the correct address (see the third page). Payoffs submitted to the incorrect address could result in processing delays, which may result in additional charges to your account. Capital One Auto Finance is not responsible for delays caused by payoffs submitted to the incorrect address.

Cancelling Your Automatic Recurring Payments

If you are enrolled in Capital One Auto Finance's automatic recurring DirectPay payment program or another automatic bill payment service through your financial institution, please take a moment to cancel these payments prior to submitting your payoff. Failure to cancel these payments may result in your account being overpaid.

Please note, you must cancel your DirectPay payments with us at least 3 business days before they are scheduled to draft. We will automatically cancel your DirectPay program once your account is paid off if you have not already done so.

Refunding Your Credit Balance

If your account is overpaid, we will refund the credit balance on your account back to you. A refund check will be mailed to you within 15 business days of receiving your account payoff.

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
 7933 Preston Road
 Plano, TX 75024
 1-800-946-0332

YOUR ACCOUNT PAYOFF INFORMATION

Releasing the Lien/Title

We will release the lien and/or vehicle title according to the applicable laws in the state where your vehicle is titled. The following processing guidelines will apply based on whether the payoff was made with certified or non-certified funds:

- **Certified Funds Payoff** - If you pay by dealer or cashier's check, Money Gram, Western Union, or cash at a Capital One Bank; Capital One will begin the lien release process the next business day after receipt of certified funds.
- **Non-Certified Funds Payoff** - If you pay by personal or business check, online, phone, or check paid at a Capital One Bank; to ensure the funds clear, it may take up to five business days after the receipt of the uncertified funds before Capital One begins the lien release process.

Receiving Your Lien Release and/or Title

Please allow for applicable mailing time after the lien and/or title has been released. Some states may hold your title electronically, and their mailing times may vary (see the following).

- If your vehicle is titled in the following states: AZ, CA, CO, FL, GA, IA, ID, LA, MA, NC, NE, NV, OH, PA, SC, SD, TX, VA, and WA, the State may hold your title electronically. The State will mail your title once Capital One Auto Finance sends its release. Please contact your state for its mailing time.
- If your vehicle is titled in FL or OH, the state may hold your title electronically. You will need to visit a local title issuing office or contact your state's website to obtain your title.
- If your paper title is held by Capital One Auto Finance, or you are requesting a release of lien, we will mail the document to the address we have on file. To expedite this request, you may provide your FedEx account number to have the document sent at your own expense. You can sign up for a FedEx account by visiting their website at <http://www.fedex.com/us/oadr>.

We appreciate the opportunity to provide you with the information you need. If you have any questions about paying off your account, feel free to call us at 1-800-946-0332, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time, and we'll be happy to help you.

Sincerely,

Capital One Auto Finance

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



Capital One Auto Finance
7933 Preston Road
Palo, TX 75024
1-800-946-0332

PAYMENT OPTIONS



Online Payment

Visit us online at www.capitalone.com and make a payment using your online account. You can also view other account details.



Capital One Mobile App

Download the Capital One app today, available for both Apple and Android devices, for mobile access to your account to make a payment on the go. Let your fingers do the walking anytime, anywhere!



Pay By Phone

Call us at 1-800-946-0332 to make an electronic payment using your checking account or debit card through our automated phone service or with a live agent who will be happy to assist you!



Pay By Mail

Make your check out to "Capital One Auto Finance," include your account number, 6206274466242, on the check, and mail it to:

Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511



Overnight Pay By Mail

For faster receipt of your payment, make your check out to "Capital One Auto Finance," include your account number, 6206274466242, on the check, and overnight mail it to:

ATTN: PAYOFF
Capital One Auto Finance
2525 Corporate Place
2nd Floor, Suite #250
Monterey Park, CA 91754

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

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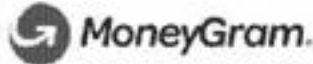
September 19, 2020



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332

PAYMENT OPTIONS

MoneyGram* allows you to send certified funds directly to Capital One Auto Finance. Simply provide the following information when making your MoneyGram Payment:



Receive Code: 1776
Company Name: Capital One Auto Finance
City: Plano
State: TX
Account Number: REDACTED

Western Union* allows you to send certified funds directly to Capital One Auto Finance. Simply provide the following information when making your Western Union Payment:



Code City: CAPAUTO
State: TX
Account Number: REDACTED the two letter state abbreviation for your state of residence

Transfer funds directly from your bank account to ours. You will have to provide your bank the following information for a successful wire transfer. Keep in mind, while bank transfers are certified funds, they may take a minimum of 72 business hours to post to your account.



Bank Wire/ Wire Transfer

Bank Name: Bank of America
Bank Address: Global Client Services
CA4-701-10-57
1655 Grant St.
Concord, CA 94520
ABA Routing Number: 026009593
Account Name: Capital One Auto Finance Account
Account Number: REDACTED
Address: 7933 Preston Road
Plano, TX 75024
Reference: Your last name and account number,
REDACTED

*Capital One does not provide, endorse, or guarantee any third-party product, service, information, or recommendation listed above. The third parties listed are not affiliated with Capital One and are solely responsible for their products and services. All trademarks are the property of their respective owners.

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.



July 9, 2020

Capital One Auto Finance
P.O. Box 60511
City of Industry, CA 91716-0511
1-800-946-0332

Activate your account and make an online payment.



FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN NY 112101536

606

YOUR ACCOUNT INFORMATION

Account Number:	REDACTED
Monthly Payment:	\$601.75
First Payment Due On:	7/29/20
Term:	72 months

8

Dear FARAH JEAN FRANCOIS,

Your payment is due on 7/29/20. Don't forget, you can easily make your payment online.

How to Activate Your Account

- 1 Visit capitalone.com/autoenroll
- 2 Fill in your information
- 3 You're done! You can now make an online payment.

Thanks for being a part of Capital One Auto Finance®.

Sincerely,

Capital One



Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

188350734

Reminder_150

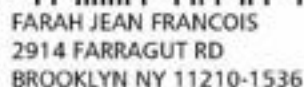
Page 1 of 1

COLR485B 6056 2020 204 97 200769 PAGE 00001 OF 00001 COAF-COR000000000000
SUBPOENA RESPONSES 171

CONFIDENTIAL

COAF_Francois_00000037

Activate your auto account today.



42.9

Account Number:	REDACTED
Monthly Payment:	\$601.75
First Payment Due On:	7/29/20
Term:	72 months

REDACTED

Congratulations on your new car and welcome to Capital One Auto Finance®. Accounts at Capital One can be managed online, so log in to activate yours today.

- 1 Visit capitalone.com/autoenroll
- 2 Fill in your information
- 3 You're done!

Capital One

P.S. Please see the reverse side for important disclosures.

Important Disclosures and Information

Late Fee Disclosure: Your account is subject to late fees. We have changed the late fee terms on your account from your original contract in your favor. This change either reduces the amount you may be charged for a late fee, gives you more time to make a payment before a late fee is assessed, and/or caps the total amount of late fees you may pay over the life of your account. Please refer to your original contract, which you should have recently received, to review your original late fee terms. Your new late fee terms are as follows:

A grace period of 10 days applies to your account, which is the amount of time you are permitted to make a payment after your installment payment due date before a late fee is assessed. Please note, the grace period does not affect your installment payment due date, and interest continues to accrue on a daily basis. Your late fee will be 5.00% of any unpaid amount of your installment payment not to exceed \$40.00. The maximum total amount of late fees you will be charged over the life of your account is \$500.

Phone Authorization for Electronic Payments:

- 1 - You may authorize us to initiate one-time or recurring payment(s) that will be electronically debited from your bank account by phone at **1-800-946-0332**.
- 2 - Confirmation of your phone authorization for recurring payments will be sent to you by mail.
- 3 - Your authorization for one-time payment(s) will remain in effect until your payment(s) is electronically debited from your bank account, or until you direct us to stop it.
- 4 - You may make an electronic payment at no cost by either going online at www.capitalone.com, using our automated phone service at **1-800-946-0332**, or speaking with an agent at **1-800-946-0332**.
- 5 - If you wish to modify or cancel your payment(s), please call us at **1-800-946-0332**, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time. Any change to your one-time payment(s) must be completed by 5:00 p.m. Eastern Time on the payment date. Any change to your DirectPay payment must be received 3 business days before your payment date to be effective for this month; otherwise, the change will be effective starting next month.

Electronic Authorization: Each time you send us a check, you authorize us to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your bank account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive, your payment. You will not receive your check back from your financial institution.

Your Contact and Insurance Information: As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months.

Contract Provisions: If your contract contains an arbitration, waiver of jury trial, or confession of judgment provision, please be advised that Capital One Auto Finance does not enforce these provisions. Additionally we agree to not rely on any predispute arbitration agreement to stop you from being part of a class action case in court. You may file a class action in court, or you may be a member of a class action filed by someone else.

For Customers Enrolled in Insurance Coverage Option: If you have separately purchased an insurance coverage option, any due date change does not extend to your insurance policy. If you decide to extend your coverage after the expiration date listed on your insurance policy or certificate, then it is your full responsibility to notify us.

Important Information About Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. All disputes must be sent in writing to the following address:

ATTN: COAF Credit Bureau Dispute
Capital One Auto Finance
PO Box 259407
Plano, TX 75025-9407

Contact Information: If you wish to speak with customer service representative, you may do so by calling **1-800-946-0332**, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.



Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

ACCOUNT STATUS

PAST DUE

YOUR MONTHLY AUTO STATEMENT

Statement Date: 12/08/2020

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536



Get caught up fast by setting up
a payment plan today.

We can help you get your account
back on track and help avoid
potential late fees. Call us at
1-800-946-0332 to set up a plan
that works for you.

STATEMENT INFO

Current Payment Due: \$601.75
Past Due: \$2,107.00
Late Fees: \$90.24

Total Due: \$2,798.99

Payment Due Date: 12/29/2020

ACCOUNT INFO

Principal Balance: \$29,179.95

Payoff Amount: \$30,527.55

Payoff Good Through: 12/18/2020

TRANSACTION HISTORY

Transactions between 11/09/2020 - 12/07/2020

Date	Description	Total
------	-------------	-------

You have no transactions during this period.

Please detach and return the portion below with your payment.

PAYMENT OPTIONS

Pay or manage your account using our mobile app or online at www.capitalone.com

Pay by phone 1-800-946-0332



- Make checks payable to Capital One Auto Finance. Include your account number on check. **Don't send cash.**
- Send your check with payment coupon in envelope provided.
- Don't staple or paper clip your check to payment coupon.

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Total Due: \$2,798.99

Due Date: 12/29/2020

Amount Enclosed: \$



PAY ON THE GO.

Pay your bill securely and review
transactions online or with the
Capital One® mobile app.

Text **ONE** to **80101** to
download the app.
Messaging & Data rates may apply.



Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511

SUBPOENA RESPONSES 174

IMPORTANT DISCLOSURES AND INSTRUCTIONS

To the extent that you have filed for protection under federal bankruptcy law, you may not be personally liable for the unpaid balance of this loan. This statement is not an attempt to collect a debt and is being provided for informational purposes ONLY.

1. Payment Options:

- **Pay Online:** Enroll or sign into your account at www.capitalone.com to make a payment or setup a recurring payment plan.
- **Pay by Phone:** Call 1-800-946-0332 to make a one-time payment or set up a recurring payment plan using our automated phone service 24/7, or through an agent Monday - Friday 8:00 a.m. to 9:00 p.m. ET and Saturday 8:00 a.m. to 6:00 p.m. ET.
- **Pay by Mail:** Follow the mailing instructions on the payment coupon on the front of this statement. Please allow at least 5 business days (Monday - Saturday, except holidays) for postal delivery. Payments will be credited to your account effective the day your payment was received at our payment processing center.

2. Electronic Authorization: Each time you send us a check, you authorize us to use information from your check to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your checking account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive your payment. You will not receive your check back from your financial institution.

3. Late Fees: Please remember, making your monthly payments in full and on time is important to avoid delinquency. If you are past due on your account you may be assessed late fees in accordance with your contract.

4. Paying Your Account Ahead: Your account can be paid ahead up to 3 months. Please note that interest continues to accrue daily during this time.

5. Payoff Amount: Your payoff amount may change if any transactions are posted to your account before the good-through date. If you pay the Payoff Amount before your good-through date, your account may be overpaid. The credit balance will be refunded back to you. If you pay the Payoff Amount shown after your good-through date, your account may not be paid off as you may have incurred additional interest and/or fees. You will receive a statement for the remaining balance prior to your next due date.

6. Payoff Instructions: Submit your payoff amount via any of our normal payment options, see below for how this will impact when Capital One will begin processing your release in accordance with state required timelines.

- **Certified Funds Payoff:** If you pay by dealer or cashier's check, Money Gram, Western Union, or cash at a Capital One Bank; Capital One will begin the lien release process the next business day after receipt of the certified funds.
- **Non-Certified Funds Payoff:** If you pay by personal or business check, online, phone, or check paid at a Capital One Bank; to ensure the funds clear, it may take up to five business days after the receipt of the uncertified funds before Capital One begins the lien release process.

7. Credit Bureau Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. All disputes must be sent in writing to the following address: ATTN: COAF Credit Bureau Dispute, Capital One Auto Finance, PO Box 259407, Plano, TX 75025-9407.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Please detach and return the portion below with your payment.

CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 175

PAST DUE



IMPORTANT DISCLOSURES AND INSTRUCTIONS

To the extent that you have filed for protection under federal bankruptcy law, you may not be personally liable for the unpaid balance of this loan. This statement is not an attempt to collect a debt and is being provided for informational purposes ONLY.

1. Payment Options:

- **Pay Online:** Enroll or sign into your account at www.capitalone.com to make a payment or setup a recurring payment plan.
- **Pay by Phone:** Call 1-800-946-0332 to make a one-time payment or set up a recurring payment plan using our automated phone service 24/7, or through an agent Monday - Friday 8:00 a.m. to 9:00 p.m. ET and Saturday 8:00 a.m. to 6:00 p.m. ET.
- **Pay by Mail:** Follow the mailing instructions on the payment coupon on the front of this statement. Please allow at least 5 business days (Monday - Saturday, except holidays) for postal delivery. Payments will be credited to your account effective the day your payment was received at our payment processing center.

2. Electronic Authorization: Each time you send us a check, you authorize us to use information from your check to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your checking account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive your payment. You will not receive your check back from your financial institution.

3. Late Fees: Please remember, making your monthly payments in full and on time is important to avoid delinquency. If you are past due on your account you may be assessed late fees in accordance with your contract.

4. Paying Your Account Ahead: Your account can be paid ahead up to 3 months. Please note that interest continues to accrue daily during this time.

5. Payoff Amount: Your payoff amount may change if any transactions are posted to your account before the good-through date. If you pay the Payoff Amount before your good-through date, your account may be overpaid. The credit balance will be refunded back to you. If you pay the Payoff Amount shown after your good-through date, your account may not be paid off as you may have incurred additional interest and/or fees. You will receive a statement for the remaining balance prior to your next due date.

6. Payoff Instructions: Submit your payoff amount via any of our normal payment options, see below for how this will impact when Capital One will begin processing your release in accordance with state required timelines.

- **Certified Funds Payoff:** If you pay by dealer or cashier's check, Money Gram, Western Union, or cash at a Capital One Bank; Capital One will begin the lien release process the next business day after receipt of the certified funds.
- **Non-Certified Funds Payoff:** If you pay by personal or business check, online, phone, or check paid at a Capital One Bank; to ensure the funds clear, it may take up to five business days after the receipt of the uncertified funds before Capital One begins the lien release process.

7. Credit Bureau Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. All disputes must be sent in writing to the following address: ATTN: COAF Credit Bureau Dispute, Capital One Auto Finance, PO Box 259407, Plano, TX 75025-9407.

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

Please detach and return the portion below with your payment.

CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 177



Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

ACCOUNT STATUS

PAST DUE

YOUR MONTHLY AUTO STATEMENT

Statement Date: 10/08/2020

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536



Get caught up fast by setting up a payment plan today.

We can help you get your account back on track and help avoid potential late fees. Call us at 1-800-946-0332 to set up a plan that works for you.

STATEMENT INFO

Current Payment Due: \$601.75
Past Due: \$903.50
Late Fees: \$30.08

Total Due: \$1,535.33

Payment Due Date: 10/29/2020

ACCOUNT INFO

Principal Balance: \$29,179.95

Payoff Amount: \$29,803.06

Payoff Good Through: 10/18/2020

TRANSACTION HISTORY

Transactions between 09/08/2020 - 10/07/2020

Date	Description	Interest	Late Fees	Total
09/11/2020	Payment Received	-\$300.00	\$0.00	= -\$300.00
09/08/2020	Late Fees Assessed	\$0.00	\$30.08	= \$30.08
				-\$269.92

Please detach and return the portion below with your payment.

PAYMENT OPTIONS

Pay or manage your account using our mobile app or online at www.capitalone.com

Pay by phone 1-800-946-0332



- Make checks payable to Capital One Auto Finance. Include your account number on check. **Don't send cash.**
- Send your check with payment coupon in envelope provided.
- Don't staple or paper clip your check to payment coupon.

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Total Due: \$1,535.33

Due Date: 10/29/2020

Amount Enclosed: \$



PAY ON THE GO.

Pay your bill securely and review transactions online or with the Capital One® mobile app.

Text **ONE** to **80101** to download the app.
Messaging & Data rates may apply.



Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511

SUBPOENA RESPONSES 178

1 1 201 270 0000 16242100100015353363

IMPORTANT DISCLOSURES AND INSTRUCTIONS

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- **Pay by Mail:** Follow the mailing instructions on the payment coupon on the front of this statement. Please allow at least 5 business days (Monday - Saturday, except holidays) for postal delivery. Payments will be credited to your account effective the day your payment was received at our payment processing center.

2. Electronic Authorization: Each time you send us a check, you authorize us to use information from your check to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your checking account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive your payment. You will not receive your check back from your financial institution.

3. Late Fees: Please remember, making your monthly payments in full and on time is important to avoid delinquency. If you are past due on your account you may be assessed late fees in accordance with your contract.

4. Paying Your Account Ahead: Your account can be paid ahead up to 3 months. Please note that interest continues to accrue daily during this time.

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Please detach and return the portion below with your payment.

CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 179



Account Number: **REDACTED**
 Vehicle: 17 BMW 5-SERIES
 ACCOUNT STATUS: PAST DUE

YOUR MONTHLY AUTO STATEMENT

Statement Date: 09/08/2020

FARAH JEAN FRANCOIS
 2914 FARRAGUT RD
 BROOKLYN, NY 11210-1536



Get caught up fast by setting up a payment plan today.

We can help you get your account back on track and help avoid potential late fees. Call us at 1-800-946-0332 to set up a plan that works for you.

STATEMENT INFO

Current Payment Due: \$601.75
 Past Due: \$601.75
 Late Fees: \$0.00

Total Due: \$1,203.50
 Payment Due Date: 09/29/2020

ACCOUNT INFO

Principal Balance: \$29,179.95
 Payoff Amount: \$29,746.26
 Payoff Good Through: 09/18/2020

TRANSACTION HISTORY

Transactions between 08/08/2020 - 09/07/2020

Date	Description	Total
------	-------------	-------

You have no transactions during this period.

Please detach and return the portion below with your payment.

PAYMENT OPTIONS

Pay or manage your account using our mobile app or online at www.capitalone.com | Pay by phone 1-800-946-0332



- Make checks payable to Capital One Auto Finance. Include your account number on check. **Don't send cash.**
- Send your check with payment coupon in envelope provided.
- Don't staple or paper clip your check to payment coupon.

FARAH JEAN FRANCOIS
 2914 FARRAGUT RD
 BROOKLYN, NY 11210-1536

Account Number: **REDACTED**
 Total Due: \$1,203.50
 Due Date: 09/29/2020
 Amount Enclosed: \$



PAY ON THE GO.

Pay your bill securely and review transactions online or with the Capital One® mobile app.

Text **ONE** to **80101** to download the app.
 Messaging & Data rates may apply.



Capital One Auto Finance
 PO Box 60511
 City of Industry, CA 91716-0511

SUBPOENA RESPONSES 180

IMPORTANT DISCLOSURES AND INSTRUCTIONS

To the extent that you have filed for protection under federal bankruptcy law, you may not be personally liable for the unpaid balance of this loan. This statement is not an attempt to collect a debt and is being provided for informational purposes ONLY.

1. Payment Options:

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- **Pay by Mail:** Follow the mailing instructions on the payment coupon on the front of this statement. Please allow at least 5 business days (Monday - Saturday, except holidays) for postal delivery. Payments will be credited to your account effective the day your payment was received at our payment processing center.

2. Electronic Authorization: Each time you send us a check, you authorize us to use information from your check to make a one-time electronic debit from your bank account for the amount of the check. This authorization applies to all checks received. If we cannot process the one-time electronic debit, you authorize us to debit your bank account using the original check, a paper draft, or other item. When we use information from your check to make a one-time electronic debit from your checking account, funds may be withdrawn from your bank account as soon as the same day you make, or we receive your payment. You will not receive your check back from your financial institution.

3. Late Fees: Please remember, making your monthly payments in full and on time is important to avoid delinquency. If you are past due on your account you may be assessed late fees in accordance with your contract.

4. Paying Your Account Ahead: Your account can be paid ahead up to 3 months. Please note that interest continues to accrue daily during this time.

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Please detach and return the portion below with your payment.

CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 181



Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

ACCOUNT STATUS

CURRENT

YOUR MONTHLY AUTO STATEMENT

Statement Date: 08/08/2020

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

MAKE A PAYMENT OR TO VIEW
SCHEDULED PAYMENTS VISIT
www.capitalone.com



STATEMENT INFO

Current Payment Due: \$601.75
Past Due: \$0.00
Late Fees: \$0.00

Total Due: \$601.75

Payment Due Date: 08/29/2020

ACCOUNT INFO

Principal Balance: \$29,179.95
Payoff Amount: \$29,408.65
Payoff Good Through: 08/18/2020

TRANSACTION HISTORY

Transactions between 07/08/2020 - 08/07/2020

Date	Description	Principal	Interest	Total
07/28/2020	Payment Received	-\$282.86	-\$318.89	= -\$601.75

Please detach and return the portion below with your payment.

PAYMENT OPTIONS

Pay or manage your account using our mobile app or online at www.capitalone.com

Pay by phone 1-800-946-0332



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- Don't staple or paper clip your check to payment coupon.

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Total Due: \$601.75

Due Date: 08/29/2020

Amount Enclosed: \$



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Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511

SUBPOENA RESPONSES 182

1-1201-270100000062421001000006017563

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CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 183



Account Number:

REDACTED

Vehicle:

17 BMW 5-SERIES

ACCOUNT STATUS

CURRENT

YOUR MONTHLY AUTO STATEMENT

Statement Date: 07/08/2020

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

MAKE A PAYMENT OR TO VIEW
SCHEDULED PAYMENTS VISIT
www.capitalone.com



STATEMENT INFO

Current Payment Due: \$601.75
Past Due: \$0.00
Late Fees: \$0.00

Total Due: \$601.75

Payment Due Date: 07/29/2020

ACCOUNT INFO

Principal Balance: \$29,462.81
Payoff Amount: \$29,671.73
Payoff Good Through: 07/18/2020

TRANSACTION HISTORY

Transactions between 06/29/2020 - 07/07/2020

Date	Description	Principal	Total
06/29/2020	Amount Financed	\$29,462.81	= \$29,462.81

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Pay by phone 1-800-946-0332



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- Send your check with payment coupon in envelope provided.
- Don't staple or paper clip your check to payment coupon.

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

Account Number:

REDACTED

Total Due:

\$601.75

Due Date:

07/29/2020

Amount Enclosed: \$



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Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511

SUBPOENA RESPONSES 184

1-1201-270100000162421001000006017563

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CHANGE OF ADDRESS

(Please print using blue or black ink)

Current Address:

FARAH JEAN FRANCOIS
2914 FARRAGUT RD
BROOKLYN, NY 11210-1536

New Address

City

State

Zip

Home Phone

Alternate Phone



SUBPOENA RESPONSES 185



Transaction History Report (as of 9/15/2022)

Account #: REDACTED		Period: 08/29/2020 - 09/15/2022	
Loan Bal: \$29,179.95			
Date	Description	Debit	Credit
12/09/2020	Late Charge assessment	\$30.08	
11/08/2020	Late Charge assessment	\$30.08	
10/09/2020	Late Charge assessment	\$30.08	
09/11/2020	Capital One auto loan payment.		\$300.00
09/08/2020	Late Charge assessment	\$30.08	
07/28/2020	Capital One auto loan payment.		\$601.75



2024

DCN 30029749



R01
APP ID - 188350734
Alt ID -

AB - 1001913720160003815300770850255596
IN DATE - 2020-07-02, 03:57:54
IN - arilla.kelly, PRE - dwilson30
TITLE - N, White out - N

IMAGE ID - 56967108

56967108


C2024, R01

APP ID - 188350734
IN - 2020-06-29, 17:16:06

8/15/22 2:55 PM

7/11/2020

Contract Details - Print

Dealertrack 

Capital One Auto Finance



\$ Booked

Victory Mitsubishi 647415

Applicant(s)

Vehicle

Applicant Name	FARAH JEAN FRANCOIS	N/U/D	USED
Co-Applicant Name	-	Year/Make/Model	2017/BMW/5-SERIES
Work Number	(212) 245-5877	Trim	Sedan 4D 530xi AWD
Home Number	(347) 995-5054	VIN #	WBAJA7C38HG904646

Financing Information

Funding Documents

Amount Financed	\$29,462.81	-
Term	72 mos	Stipulations
Dealer Fee	\$290.00	-
Dealer Participation	\$1,420.84	Comments
Net To Dealer	\$29,172.81	-
Reference Link	Click here to update directly in Dealer Navigator	

Reference

App ID	188350734
Relationship Manager	Relationship Manager: Redacted
Ph	(888) 396-2623 Ext. 8323
Fax	(888) 722-5186
Funding Manager	-
Ph	(800) 945-9875 Ext. 8324
Fax	(888) 722-5186

<https://www2.dealtrack.com/dealjackets/310200012202549009/deals/310200012609348584/decisions/contract/113430280/details/?format=print>

1/1



FAX COVER SHEET

To: Capital One Auto Finance

Fax: null

From: FARAH JEAN FRANCOIS

Pages:

Date: 06/29/2020

Ref #: 188350734

Dealer #: 40906

ILAW 553-NY-B-A-eps 10/18**RETAIL INSTALLMENT CONTRACT
SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) FARAH JEAN FRANCOIS 2914 FARRAGUT BROOKLYN, NY 11210 KINGS	Co-Buyer Name and Address (Including County and Zip Code) N/A N/A	Seller-Creditor (Name and Address) VICTORY MITSUBISHI 4070 Boston Rd BRONX, NY 10475
---	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2017	BMW 5 SERIES	WBAJA7C38HG904646	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
13.66 %	\$ 13,863.19	\$ 29,462.81	\$ 43,326.00	\$ 9,000.00 is \$ 52,326.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	601.75	Monthly beginning 07/29/20
N/A	N/A	N/A
Or As Follows: N/A		

(e) means an estimate

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X N/A _____

GAP Waiver Notice

[X] If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 5 or the amount of the delinquent payment, whichever is greater.

SUBPOENA RESPONSES 195

3/15/23, 3:55 PM

or 3 _____ of _____ % of the part of the payment that is late, whichever is _____.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

WARRANTIES

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:

IMPORTANT NOTICE TO BUYER

(A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.

(B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.

(C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.

(D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

Buyer Signs X _____

Co-Buyer Signs X N/A

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Page 1 of 6

LAW 553-NY-B-A-eps 10/18**RETAIL INSTALMENT CONTRACT
SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number _____ Contract Number _____

Name and Address Including County and Zip Code JEAN FRANCOIS JRRAGUT LYN, NY 11210	Co-Buyer Name and Address (Including County and Zip Code) N/A N/A	Seller-Creditor (Name and Address) VICTORY MITSUBISHI 4070 Boston Rd BRONX, NY 10475
--	--	---

Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and the Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending disclosures below are part of this contract.

Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
SED	2017	BMW 5 SERIES	WBAJA7C38HG904646	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of credit as an annual rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$ 9,000.00 is
6.66 %	\$ 13,863.19	\$ 29,462.81	\$ 43,326.00	\$ 52,326.00

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X N/A _____

Payment Schedule Will Be: _____ (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	601.75	Monthly beginning 07/29/20
N/A	N/A	N/A

Follows:

N/A

GAP Waiver Notice

X) If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 1.00 or 5 % of the part of the payment that is late, whichever is greater.

Penalty: If you pay early, you will not have to pay a penalty.

Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, any required repayment in full before the scheduled date and security interest.

NOTES

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, a certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

The Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:

IMPORTANT NOTICE TO BUYER

STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.

THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.

YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.

THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

Signed X for Jean Francois Co-Buyer Signs X N/A

LAW 553-NY-B-A-eps 10/18 v1 Page 1 of 6

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(B) T1
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(D) T1
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Buyer Sig

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 3,105.81 sales tax) \$ 35,100.81 (1)

2 Total Downpayment = \$

Your trade-in is a Year Make Model Vehicle Identification No.

Gross Trade-In Allowance \$ N/A

Less Prior Credit or Lease Balance (e) \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ 9,000.00

+ Other N/A \$ N/A

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see 41 below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 9,000.00 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf \$ 26,100.81 (3)

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies \$ N/A

Life \$ N/A

Disability \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Fees Paid to Government Agencies

to NY STATE for INSPECTION \$ 37.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

E Government Taxes Not Included in Cash Price \$ N/A

F Government License and/or Registration Fees \$ N/A

LIC & REG FEES \$ 250.00

G Government Certificate of Title Fees \$ N/A

H Government Waste Tire Management Fee \$ N/A

I Other Charges (Seller must identify who is paid and describe purpose)

to N/A for Prior Credit or Lease Balance (e) \$ N/A

to VICTORY MITSUBISHI for DOC FEE \$ 75.00

to INTERSTATE (STAR AUTO) for SERVICE CONTRACT \$ 3,000.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 3,362.00 (4)

5 Amount Financed (3 + 4) \$ 29,462.81 (5)

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium: \$

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A ☐ N/A ☐ N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A ☐ N/A ☐ N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

RESPONSES Insurance is not required to obtain credit. Your

OPTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before _____ N/A, Year _____ N/A. SELLER'S INITIALS N/A

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI Insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI Insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI Insurance is obtained. If you elect to purchase VSI Insurance through the Creditor, the cost of this insurance is \$ _____ N/A, and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$.20 if any check you give us is dishonored.

Buyer Signs X *Francis Franco* Co-Buyer Signs X N/A

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decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X N/A
Buyer Signature _____ N/A
Date _____
X N/A
Co-Buyer Signature _____ N/A
Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

ITEMIZATION OF AMOUNT FINANCED

1 Price (including \$ 3,105.81 sales tax) \$ 35,100.81 (1)

Downpayment =

Your trade-in is a _____ N/A

Year _____ Make _____ Model _____ Vehicle Identification No. _____

Gross Trade-In Allowance \$ N/A

Less Prior Credit or Lease Balance (e) \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ 9,000.00

+ Other N/A \$ N/A

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see 4I below) \$ 9,000.00 (2)

aid Balance of Cash Price (1 minus 2) \$ 26,100.81 (3)

r Charges Including Amounts Paid to Others on Your Behalf

er may keep part of these amounts):

ost of Optional Credit Insurance

aid to Insurance Company or Companies

ife \$ N/A

liability \$ N/A

endor's Single Interest Insurance Paid to Insurance Company \$ N/A

ther Optional Insurance Paid to Insurance Company or Companies \$ N/A

ees Paid to Government Agencies

to NY STATE for INSPECTION \$ 37.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

overnment Taxes Not Included in Cash Price \$ N/A

overnment License and/or Registration Fees

IC & REG FEES \$ 250.00

overnment Certificate of Title Fees \$ N/A

overnment Waste Tire Management Fee \$ N/A

ther Charges (Seller must identify who is paid and describe purpose)

to N/A for Prior Credit or Lease Balance (e) \$ N/A

to VICTORY MITSUBISHI for DOC FEE \$ 75.00

to INTERSTATE (STAR AUTO) for SERVICE CONTRACT \$ 3,000.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

otal Other Charges and Amounts Paid to Others on Your Behalf \$ 3,362.00 (4)

unt Financed (3 + 4) \$ 29,462.81 (5)

: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____ N/A, Year _____ N/A. SELLER'S INITIALS _____ N/A

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI e for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI e is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the ce company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. rage is for the initial term of the contract.

ed Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A
Buyer Signature Date

X N/A N/A
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

gns X Foran Co-Buyer Signs X N/A

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NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

☐ If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

- a) ☐ You may pay your Balloon Payment when due.
- b) ☐ You may refinance the Balloon Payment. See paragraph 1.e. below for details.
- c) ☐ You may sell the vehicle back to us. See paragraph 1.a. below for details. If you exercise this option, \$ N/A per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.a.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lender or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 2 of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate. If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lender or lessor.

Buyer Signature X N/A Co-Buyer Signature X N/A

OTHER IMPORTANT AGREEMENTS

1. **FINANCE CHARGE AND PAYMENTS**
 - a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
 - b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
 - c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.
- Sell Back.** You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must return the vehicle to us within 15 days of the inspection.

SUBPOENA RESPONSES 203

e. **Balloon Payment Options.** Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full when due.

Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be

Buyer Signs X *[Signature]* Co-Buyer Signs X N/A

to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

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NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

Law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the Balloon Payment is due:

- ☐ You may pay your Balloon Payment when due.
- ☐ You may refinance the Balloon Payment. See paragraph 1.e. below for details.
- ☐ You may sell the vehicle back to us. See paragraph 1.e. below for details. If you exercise this option, \$ N/A per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.

1 Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 we will refund to you any overage Seller receives from your prior lienholder or lessor.

Signature X N/A

Co-Buyer Signature X N/A

R IMPORTANT AGREEMENTS**FINANCE CHARGE AND PAYMENTS**

- **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- **Balloon Payment Options.** Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full when due.

Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be

fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

Sell Back. You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

Signs X [Signature] Co-Buyer Signs X N/A

LAW 553-NY-B-A-eps 10/18 v1 Page 3 of 6

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If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstatement). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an installment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney

vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

Buyer Signs X *[Signature]* Co-Buyer Signs X N/A

fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

LAW 553-NY-B-A-eps 10/18 v1 Page 4 of 6

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

OUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.** The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

- Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

- Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.

- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an installment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

- f. We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

Signs X  e-Buyer Signs X N/A

LAW 553-NY-B-A-eps 10/18 v1 Page 4 of 6

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4. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Buyer Signs X *Buyer Signs* Co-Buyer Signs X N/A

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SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

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The arbitrator shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service and management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is supported under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration conducted under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

We retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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LAW 553-NY-B-A-eps 10/18 v1 Page 5 of 6

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The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Francis Co-Buyer Signs X N/A
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALMENT CONTRACT

Buyer Signs X Francis Date 6/24/20 Co-Buyer Signs X N/A Date N/A
Co-Buyers and Other Owners X A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A Title N/A
Seller signs VICTORY MITSUBISHI Date 6/24/20 By X
Seller assigns its interest in this contract to CAPITAL ONE AUTO FINANCE
☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse
Seller VICTORY MITSUBISHI By [Signature] Title [Signature]

ILAW FORM NO. 553-NY-B-A-eps (REV. 10/18)
©2018 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

LAW 553-NY-B-A-eps 10/18 v1 Page 6 of 6

Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract retain its right to receive a part of the Finance Charge.

THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and must be signed by both parties. No oral changes are binding. Buyer Signs X Francis J. Francis Co-Buyer Signs X N/A. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may have the time for making some payments without extending the time for making others. This contract is part of a larger contract. See the rest of this contract for other important agreements.

GO TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the vehicle on the motor vehicle provided for in this contract from an agent or broker of your own selection.

I agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to read it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision in section 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

INSTALLMENT CONTRACT

Signs X Francis J. Francis Date 6/29/20 Co-Buyer Signs X N/A Date N/A

Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other signs here X N/A Address N/A

By VICTORY MITSUBISHI Date 6/29/20 By X Title N/A

Assigns its interest in this contract to CAPITAL ONE AUTO FINANCE (Assigned) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse ☐

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Dealer Name: Victory Mitsubishi

Dealer Phone #: 718-515-4600

Dealer Fax #: 718-515-4600

PLEASE PRINT - INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.**INSTRUCTIONS:**

May apply for credit in your name alone, whether or not you are married.
 Please indicate whether you are applying for ☒ Individual Credit ☐ Joint Credit ☐ Community Property State ☐ Business Application
 If you are applying for individual credit in your name and relying on your own income or assets and not the income or assets of another person as the basis of repayment of the credit requested, complete only Section A.
 If you are applying for joint credit with another person, complete sections A and B. We intend to apply for joint credit.

If you are married and live in a community property state, please complete Section A about yourself and Section B about your spouse. You must sign this application. Your spouse must sign this application only if s/he wishes to be a Co-Applicant.

APPLICANT INFORMATION

Applicant		Co-Applicant	
First Name FRANCOIS		Middle Initial FARAH	Social Security Number REDACTED
Birth Date REDACTED		City BROOKLYN	
Address FARRAGUT RD		Apt # / Suite #	P.O. Box
Phone (995)5054		Cell Phone	Residential Status <input type="checkbox"/> Homeowner <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Family <input type="checkbox"/> Other
Time at Address 10 Yrs. Mos.		Rent/Mtg. Pmt. \$ 0.00	
Driver's License No.		Driver's License State	Time at Previous Address Yrs. Mos.
Full Address (if less than 2 years)		Apt # / Suite #	P.O. Box
City		State	Zip
Employer Name S WHOLE FOOD		Employment Type <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other	
Salary Type <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually		Occupation MANAGER	Length of Employment 6 Yrs. 5 Mos.
Work Phone Number (212)245-5877		Previous Employment Type <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other	
Previous Work Phone Number		Length of Employment Yrs. Mos.	
If child support, or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this obligation.			
Income (Monthly)		Source of Other Income	
By Signing, you certify that the income entered on this Credit Application is accurate. X <i>[Signature]</i>			

AGREEMENT

Words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application. You stand and agree that you are applying for credit by providing the information to complete and submit this credit application. We may keep this information and any other application submitted to us and information about you whether or not the application is approved. You certify that the information application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties. The words "you," "your" and "yours" mean each person submitting this application. You authorize us to submit this application and any other information submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers; in addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions for the purpose of giving your request to apply for credit. This application will be reviewed by the dealer and such financial institutions.

We agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time during the term of your financing. If you ask, you will be told whether a credit report was obtained, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. You agree that the dealer and the financial institutions may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide such dealer and financial institutions with such information. You further authorize the dealer and the financial institutions to gather whatever credit and employment history information necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction. You understand that we will rely on the information in this credit application in making our decision. The dealer and the financial institutions may monitor and make telephone calls regarding your account for quality assurance, compliance, training, or similar purposes.

You consent to receive autodialed, prerecorded and artificial voice calls and text messages for servicing and collection purposes from us at the telephone number(s) provided in this credit application, including any cell phone numbers. The consent applies to the dealer, who is the originating creditor in this transaction, as well as any assignee who may purchase your credit contract. You agree that this consent applies regardless of whether you agree to receive telemarketing/sales calls and text messages as provided below.

Consent to receive autodialed, pre-recorded and artificial voice telemarketing and sales calls and text messages from or on behalf of dealer (or any financing source to which dealer assigns my contract) at the following number(s) (347)995-5054
 I am giving any cell phone numbers. You understand that this consent is not a condition of purchase or credit.

You opt in ☐You do not opt in ☐

Signature of Applicant for election above: _____

Your dealer will inform you of the name and address of the financing sources to which this application shall be sent.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE TERMS AND DISCLOSURES ON ALL PAGES OF THIS APPLICATION.

X *[Signature]*
 APPLICANT'S SIGNATURE

DATE

07/17

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 Dealertrack, Inc. All rights reserved.

Printed on 06/18/2020 16:53

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FEDERAL NOTICES

ADDITIONAL INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT If applicable to your credit transaction, to help the government combat money laundering and terrorism financing activities, Federal law requires financial institutions to obtain, verify, and record information that each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, and other identifying information to identify you. You may also be asked to see your driver's license or other identifying documents.

STATE NOTICES

Residents: An applicant, if married, may apply for a separate account.

Tennessee Residents: You must have physical damage insurance covering loss or damage to the vehicle for the term of the contract. For a lease, you must also have the liability insurance as described in the lease. You may purchase required insurance through any insurance agent or broker and any insurance company that is reasonably acceptable to us. You are not required to deal with any of our affiliates when choosing an agent, broker or insurer. Our choice of a particular insurance agent, broker or insurer will not affect our credit decision, so long as the insurance provides adequate coverage and the insurer meets our reasonable requirements.

Massachusetts Residents: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate if you enter into a balloon payment contract. A balloon contract is an installment sales contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

Residents: In connection with your application for credit, a consumer report may be obtained from a consumer reporting agency (credit bureau). If the credit is extended, the party or parties extending credit or holding such credit may order additional consumer reports in connection with any update, renewal or extension of the credit. If you ask, you will be told whether a consumer report was requested and, if so, the name and address of any consumer reporting agency (credit bureau) from which such credit report was obtained.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Illinois Residents: Consumer reports may be requested in connection with this application. Buyer has the right of free choice in selecting an insurer. The insurance required in connection with this transaction subject to our reasonable approval in accordance with applicable law.

Residents: You authorize us and any financial institution with which this credit application is shared, and each of their respective employees or agents, to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit history) that they may deem necessary or appropriate in evaluating your credit application. If your credit application is approved and credit is granted, you authorize the parties granting credit or holding your account, and their respective employees and agents, to obtain additional credit reports and information about you in connection with reviewing the account, increasing the available credit on the account (if applicable), taking collection on the account or for any other legitimate purpose.

Wisconsin Residents: No provision of any marital property agreement, any unilateral statement under Wis. Stat § 766.59 or any court decree under § 86.70 applied to marital property adversely affects our interest unless you furnish a copy of the agreement, statement, or court decree or we have knowledge of such adverse provision before credit is granted. If you are making this credit application individually and not jointly with your spouse, you agree to sign Section A about yourself and Section B about your non-applicant spouse. Your non-applicant spouse should not sign the credit application if you are applying for individual credit.

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USE ONLY						DEALER SECTION						
	Vehicle Type USED	Mileage 24580	Product Type Retail	Stock Number	Source			Certified Pre Owned <input type="checkbox"/>				
Make BMW			Model 5 Series		Trim 530i xDrive Sedan			VIN WBAJA7C38HG904646				
Cash Selling Price 32500	Sales Tax 2800	T & L 250	Cash Down 9000	Front-End Fees 0	Rebate 0	Net Trade	Acq Fee	Unpaid Balance 26550				
Health Ins.		Credit Life Insurance		Gap		Service Plan		Back-End Fees		Est. Aml. Financed 26550		
Invoice/Wholesale Value 31700		Wholesale Source NADA		Retail Value	Retail Source NADA		Estimated Payment		Requested APR			
Bookout <input type="checkbox"/>		Bookout Date		Lender Program								
Options												
Information												
Make			Model				Trim					
if			Monthly Payment									

FOR
Dealer # 647415
Year 2017
Term 72
Accident/I
MSRP
Vehicle B
Vehicle C
TRADE-IN
Year
Lienholder



Victory Mitsubishi
4070 Boston Road
Bronx, New York 10475
Tel.: 718.515.4600
Fax: 718.515.6905

NYS Dealer Facility No.: 7123426
NYC Dealer Consumer Affairs No.: 2063808

SOLD TO FARAH JEAN FRANCOIS
ADDRESS 2914 FARRAGUT
BROOKLYN, NY 11210

SALESMAN HOUSE SALES REP
N/A

CUST.#
YESSICA VALLEJO

YEAR	MAKE	MODEL	NEW OR USED	KEY NUMBERS
2017	BMW	5 SERIES	USED	N/A
COLOR	MILEAGE	VEHICLE IDENT. OR SERIAL NO.		
GRAY	24,580	WBAJA7C38HG904648		

FACTORY OPTIONS

PRIOR USE CERTIFICATION (required by vehicle and traffic law 417-a if the principal prior use of the vehicle was as a police vehicle, taxicab, rental vehicle or driver education vehicle). The principal prior use of this vehicle may have been as: a police vehicle _____, a taxicab _____, a rental vehicle _____, or a driver education vehicle _____.

DEALER OPTIONS

MV-50#

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

A. USED VEHICLE CERTIFICATE OF ADEQUACY

"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."

IMPORTANT NOTICE TO USED CAR BUYER

(A) STATE LAW REQUIRES THAT SELLER OR SECOND HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION. (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004, COMPLAINT PHONE: DIAL 311

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
N/A	N/A	N/A	N/A
BODY COLOR	N/A		

DATE		INVOICE NO.		STOCK NO.	KEY
06/29/20				3385	I
		Salesman Number			*
DESCRIPTION		COST	ACCT NO.	SALE	KEY
PRICE				31,995.00	-
					-
INTERSTATE (STAR AUTO)				3,000.00	-
N/A				N/A	-
N/A				N/A	-
N/A				N/A	-
N/A				N/A	-
					-
					-
					-
					-
					-
					-
USED RETAIL					-
USED WHOLESALE					-
RECONDITIONING					-
CAR DEAL NO.					
SALES TAX 8.875 %				3,105.81	
LICENSE & TITLE				250.00	
N.Y. STATE INSPECTION FEE				37.00	
***TIRE DISPOSAL FEE				N/A	
*DEALER OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE.) THIS IS NOT A DMV FEE *\$45.00*				75.00	-
					-
TOTAL CASH PRICE				38,462.81	
FINANCING				13,863.19	
INSURANCE				N/A	
TOTAL TIME PRICE				52,326.00	
S E T T L E M E N T	DEPOSIT			9,000.00	
	CASH ON DELIVERY			9,000.00	
	N/A			N/A	
	USED CAR ALLOWANCE PAYMENTS MONTHS DOLLARS 72* 601.75*MONTH			N/A	
				43,326.00	
TOTAL				29,462.81	
FRN OFF BAL OWING TO FINANCE CO				N/A	-
INCENTIVE				N/A	*
CONTRACTS IN TRANSIT				N/A	*
CAPITAL ONE AUTO FINANCE					*
					*
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VALUE OF TRADE		STOCK NO. N/A			*

* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED ON THE DEALER ISSUED NUMBER PLATES YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE. **THE \$349 DELIVER FEE REPRESENTS COST IN PREPARING YOUR VEHICLE AND ALL NECESSARY PAPERWORK AND ADDITIONAL DEALER PROFIT. THIS FEE IS NOT MANDATED OR IMPOSED BY THE STATE OF NEW YORK *** NEW YORK STATE LAW REQUIRES US TO ACCEPT AND MANAGE WASTY TIRES FROM VEHICLES IN EXCHANGE FOR AN EQUAL NUMBER OF NEW TIRES THAT WE SELL OR INSTALL. WE ARE REQUIRED TO CHARGE A SEPARATE AND DISTINCT WASTE TIRE MANAGEMENT AND RECYCLING FEE OF \$2.50 FOR EACH NEW TIRE WE SELL. ANY ADDITIONAL TIRE MANAGEMENT RECYCLING COSTS ARE INCLUDED IN THE ADVERTISED PRICE OF THE NEW TIRE.

TYPE OF SALE	
<input checked="" type="checkbox"/> Used	<input type="checkbox"/> Demo <input type="checkbox"/> Salvage

New York State Department of Motor Vehicles

RETAIL CERTIFICATE OF SALE RECEIPT

No. E022948292020



E022948292020

VEHICLE INFORMATION:

☒ COO Review Required

Make	Model	Body Type	Color1	Color2	Weight (Unladen)	Fuel Type	Cylinders	Adult Seating Capacity
BMW	5 SERIES	4DSD	GY	N/A	3542	G	4	5
Identification Number			Lien(s)	Inspection Certificate Number		Date of Inspection		Inspection Station Number
J A 7 C 3 8 H G 9 0 4 6 4 6			1	3875733		05-30-2020		7090068
Title Number		Number of Dealer Plate Loaned			<input type="checkbox"/> Lease Buyout (Insp. Not Required)		Selling Price	
N/A		N/A					\$35595	

DEALER INFORMATION:

/ MITSUBISHI, 4070 BOSTON ROAD, BRONX, NY, 10475, Bronx

OWNER INFORMATION:

FRANCOIS, 2914 FARRAGUT, BROOKLYN, NY, 11210

Date of Sale

05-30-2020

OWNER INFORMATION:

DECORE, 1824 ST CLAIR LANE, BARTLETT, IL, 43026,
State Title (17158691334)

Date of Purchase

02-28-2020

DISCLOSURE STATEMENT:

Under state laws require that you state the mileage of the vehicle described on the certificate, when transferring ownership. Failure to do so, or not telling the truth about mileage may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

I certify that, to the best of my knowledge, this odometer reading is "NOT ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

Current odometer reading at: verify.com/check Processing States with questions about this eMV-50 may contact 1 833 VERIFI NY (1 833 837-4346)

ODOMETER READING						
0	0	2	4	5	8	6
(no tenths)						

DEALER CERTIFICATION

The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle is sold with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and safe service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signature of (or authorized representative) - (SIGN full name)	PRINT full name of dealer or authorized rep.	Date	Dealer Facility No.
	VICTORY MITSUBISHI	6/29/20	7123426

DEALER CONFIRMATION

Current odometer history for this vehicle, if available, can be found at: verify.com/check. If the purchaser affirms the odometer reading on this receipt is accurate.

Signature of USER - (SIGN full name)	PRINT full name of purchaser	Date	Selling Dealer NYS Sales Tax No.
	FARAH JEAN FRANCOIS	6/29/20	81-4895257

Authenticity of this document can be verified at verify.com/check

Any change or Alteration voids this receipt

Customer copy

Page 1 of 1

<input type="checkbox"/> New

VEHICLE

Year

2017

Vehicle In

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70 Boston Rd
 :ONX NY 10475
 one: (718) 515-4600

**ADA® Wholesale Value (Trade) Details**

Logout Date: 6/29/2020 4:01:22 PM

Guide: NADA June 2020, EASTERN Edition.

Vehicle Information

17 BMW 5 SERIES SEDAN 4D 530XI AWD

V: WBAJA7C38HG904646 Stock No: N/A

Condition: Clean

\$26,575

Additional Equipment

aptive Cruise Control	w/pkg
d Spot Monitor	w/pkg
ision Avoidance System	\$175
led Front Seats	\$250
er Assist Plus Pkg.	\$900
e Departure Warning	w/pkg
senger Seat Memory	\$0

Wholesale Value with Options \$27,900

age Adjustment (24580 miles) \$3,500

DA ® Wholesale Value \$31,400

Printed On: 6/29/2020

Modified By: N/A

Modified: N/A

ight 2020 by NADA Services Corporation. All Rights Reserved. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations
 ry based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction
 parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party NADA
 es Corporation and Dealertrack assume no responsibility for errors or omissions.

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MV-82DE

ADDITIONAL VEHICLE INFORMATION ———> QUESTIONS 1-3 MUST BE COMPLETED.

Has the vehicle been wrecked, destroyed, or damaged to such an extent that the total estimate, or actual cost, of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and to make the vehicle legal to operate on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss?

☐ No ☐ Yes - (If you marked Yes the vehicle must have an anti-theft examination before it is registered. The title that is issued will have the statement "Rebuilt Salvage" on it.)

Is this vehicle registered for your personal use? ☐ Yes ☐ No

If you marked "Yes", go to the next question (question 3). If you marked "No", check any of these boxes that apply:

- ☐ This vehicle is a passenger vehicle that will be used for hire with a driver and will be operated in the following location(s):
☐ New York City (NYC) ☐ A jurisdiction that is not NYC that regulates taxis ☐ A jurisdiction that does not regulate taxis
- ☐ This vehicle is used as a contracted carrier.
- ☐ This vehicle is a passenger vehicle that is rented without a driver.
- ☐ This vehicle requires a permit for commercial operation. (Mark the box of the type of permit that was issued and write the permit number on the line.) ☐ NYS DOT Permit No. _____ ☐ Federal DOT Permit No. _____
- ☐ The government owns this vehicle.
- ☐ This vehicle is used as (mark one) ☐ an ambulance ☐ an ambulette ☐ a hearse or invalid coach
 If payment is received to carry passengers, mark this box ☐
- ☐ This vehicle is used exclusively as a hearse. If payment is received to carry passengers, mark this box ☐
- ☐ This vehicle is a commercial tow truck with a gross vehicle weight rating of at least 8,600 pounds.
- ☐ This vehicle is used only as a farm vehicle. (form MV-260F, Part 1, must be attached)
- ☐ This vehicle is used only as an agricultural truck or agricultural trailer.
- ☐ This vehicle is subject to the Department of Transportation inspection requirements for the carriers that transport passengers. (For more information, refer to form MV-82.1P, "Inspection Requirements for Carriers Transporting Passengers".)

Has this vehicle been modified from the original manufacturer specifications? ☐ Yes ☐ No If "Yes", describe the modifications:

Was this vehicle altered to increase the capacity beyond that provided by the manufacturer by method of extended chassis, lengthened wheel base, or a lengthened seating area? ☐ Yes ☐ No

If YES, do you have the required Federal Alterer's Safety Certification (normally found on the door jamb)? ☐ Yes ☐ No

* If your vehicle was altered or stretched to increase the passenger capacity, you must present to the DMV issuing office a photograph or copy of all labels or plates (normally put on the driver's side door). If the vehicle was altered or stretched and now has an adult seating capacity of 11 or more adults (including the driver), you must show the original NYS DOT Inspection Receipt OR a NYS DOT Exemption Letter.

This vehicle is a pick-up truck with an unladen weight that is a maximum of 6,000 pounds. This vehicle is never used for commercial purposes and does not have advertising on any part of it. I want (mark one): ☐ Passenger Plates ☐ Commercial Plates

CERTIFICATION: I certify that the information I have given on this application and on any documentation provided in support of this application is true and complete. I certify that the vehicle is fully equipped as required by the Vehicle and Traffic Law, and has passed the required New York State inspection, or has qualified for a time extension (Form VS-1077) and will be inspected within 10 days. I also certify that appropriate insurance coverage is in effect, and that the vehicle will be operated in accordance with the Vehicle and Traffic Law. If I am applying for replacement registration items, I certify that the registration is not currently under suspension or revocation. If I have plates in a series reserved for a special group, I certify that I am still eligible to receive them, and that I have only one set of these plates. If I am using a credit card for payment of any fees in connection with this application, I understand that my signature below also authorizes use of my credit card.

WARNING: Intentionally making a false statement or providing false or misleading information in connection with this application is a criminal offense that may subject you to prosecution under the law.

Print Name Here **FARAH JEAN FRANCOIS**

(Print Name in Full - If registering for a corporation, print your full name and title)

Sign Here

Farah J. Francois

(Sign Here)

Print Additional Name Here

(Print Name in Full)

Additional Signature Sign Here

(Sign Here - Additional signature required for a partnership or if registering this vehicle in more than one name.)